

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DAILY NEWS CHARITIES, INC., :

Plaintiff, : No: 17-cv-08733 (VEC)

- against - :

USA BOXING, METROPOLITAN  
ASSOCIATION, :

Defendant. :

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**DECLARATION OF MARCI E. SWEREN IN SUPPORT OF  
DAILY NEWS CHARITIES, INC.'S MOTION FOR A PRELIMINARY INJUNCTION**

I, Marci E. Sweren, pursuant to 28 U.S.C. § 1746, hereby declare:

1. My name is Marci E. Sweren. I am an Assistant General Counsel, tronc, Inc. I was previously Vice President & Assistant General Counsel, Daily News, L.P., which has since become a subsidiary of tronc. Plaintiff Daily News Charities (“DNC” or “Plaintiff”) is a 501(c)(3) corporation. I make this declaration in support of the Reply Memorandum of Law in Further Support of Plaintiff’s Motion for a Preliminary Injunction.

2. Since September 2017, in my role as Vice President & Assistant General Counsel, Daily News, L.P. and now as Assistant Counsel, tronc, I have been responsible for negotiating an agreement with defendant USA Boxing, Metropolitan Association, (“Metro”) with regard to the 2018 GOLDEN GLOVES amateur boxing tournament in the New York City Metropolitan Area.

3. Mr. Woluewich began representing Metro in the 2018 GOLDEN GLOVES negotiations since as early as July, 2017 and, at his direction, became our sole point of contact in September, 2017 as shown in his communications to my former colleagues in Exhibit A

attached hereto. Mr. Woluewich accepted service of the Complaint in the above-captioned matter in November 2017 on behalf of Metro and despite a brief period of communication from another attorney, who never formally appeared in this matter, Mr. Woluewich continued to represent Metro in discussions with DNC.

4. DNC, like Metro, is a charitable organization that provides important social services, scholarships, and athletic training to underprivileged New Yorkers. Though Metro's cynical statements would suggest otherwise, *Daily News'* acquisition by tronc, has not changed this, and several tronc properties have associated charities.

5. Metro's assertion that this dispute commenced because DNC was unwilling to follow mandatory competition rules and police an employee is false. DNC has at all times been ready and willing to follow all mandatory rules and I have advised Metro of that consistently and repeatedly. I have also repeatedly asked Metro to provide information about specific employee performance issues so that we may look into and address them. Metro has not provided specifics of purported complaints by Metro's members of "tournament-related misconduct" by this employee.

6. In point of fact, this action was precipitated by Metro's assertion of control over the tournament DNC has organized for 90 years, efforts to appropriate the valuable GOLDEN GLOVES name to produce a tournament without DNC (other than permitting DNC to pay a fee to be a mere "title sponsor") and refusal to meet to negotiate after one meeting, as outlined in my declaration dated December 8, 2017. Simply put, DNC filed suit against Metro to preserve its intellectual property rights in the GOLDEN GLOVES mark, including its ability to use the GOLDEN GLOVES mark in future tournaments.

7. Metro's assertion that DNC has already conceded that it will not produce or sponsor a 2018 GOLDEN GLOVES tournament is also patently false. Metro's competing tournament interfered with our ability to receive sanctions to hold the 2018 GOLDEN GLOVES tournament during the customary January through April period; however, DNC continues to explore other options.

8. Upon information and belief, the boxing community and media understand "Gloves" in the New York City Metropolitan area to mean the "Golden Gloves." DNC and others often refer to the tournament as "the Gloves." See **Exhibit B** annexed hereto collecting a few examples of uses of "Gloves" in referring to the *New York Daily News* GOLDEN GLOVES tournament, including relevant pages from The Gloves: A Boxing Chronicle by Robert Anasi; a copy of "Boxers Look At Golden Gloves as First Round to Greatness" published in *The New York Times* March 13, 1986; a copy of "As Golden Gloves loom, New York City boxing gyms in fight for life," published in *Sports Illustrated* on March 25, 2010; a copy of "Cradle of Champions," an interview with Bartle Bull, the director of the documentary film of the same name published January 26, 2017 in the *Santa Barbara Independent*; and a summary of a 2008 movie entitled *The Gloves* chronicling four boxers working towards a chance for a better future by competing in the *New York Daily News* GOLDEN GLOVES, as described on [http://www.imdb.com/title/tt1260666/?ref\\_=ttpl\\_pl\\_tt](http://www.imdb.com/title/tt1260666/?ref_=ttpl_pl_tt).

9. Metro has already shown its intent to use "the Gloves" as shorthand for the name of its tournament should it be permitted to include the term "Gloves." It used such shortened form for "Metropolitan Gloves," which its tournament was briefly named between the grant of the TRO on December 20, 2017 and the Court's clarification that use of "Gloves" was in violation of the TRO on December 22, 2017, as shown in the Facebook post dated December 20,

2017 annexed hereto as **Exhibit C**. While the boxing community might not be likely to refer to just any other tournament that contained the word “gloves” as “the Gloves”, the risk of them doing so with this tournament seems real: Metro’s tournament purports to replace the GOLDEN GLOVES; it takes place at the same time of year and for approximately the same duration as the GOLDEN GLOVES; and it does so while Metro has effectively used its position as a local boxing committee to preclude DNC from simultaneously producing the actual GOLDEN GLOVES.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on

1/23/2018

  
MARCI E. SWEREN  
Assistant General Counsel, tronc, Inc.